

LEASE TERMINATION AGREEMENT AND RELEASE

This Lease Termination Agreement and Release (this "Agreement") is by and between EMLO ("Landlord") and Specialty Retailers, Inc. ("Tenant").

WITNESSETH:

WHEREAS, Landlord (or Landlord's predecessor in interest) and Tenant (or Tenant's predecessor in interest) have previously entered into that certain lease dated June 8, 1995 (such lease as the same may have been amended from time to time being hereinafter referred to as the "Lease") covering and describing that certain property located in Holdenville, OK, as further described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant have agreed that it is to their mutual benefit to terminate the Lease on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged and confessed, Landlord and Tenant have agreed and do hereby agree as follows:

1. Termination of Lease. Landlord and Tenant agree that the Lease shall terminate effective as of July 15, 2000 (the "Termination Date"). Landlord and Tenant shall each continue to be bound by their respective duties and obligations under the Lease, including but not limited to the payment of rent and other sums due under the Lease up to the Termination Date. On or before the Termination Date, Tenant shall vacate the Premises and leave the Premises in broom clean condition. Landlord hereby agrees to accept the surrender of the Premises in its current condition (subject only to Tenant's obligation to leave the Premises in a broom clean condition. Effective on the Termination Date, the Lease shall terminate and be rendered null and void and of no further force or effect.

2. Termination Payment. On or before the Termination Date, Tenant shall pay to Landlord the sum of Seven Thousand and No/100 Dollars (\$7,000.00), as consideration for the early termination of the Lease.

3. Liquidation Sale. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right from the date of this Agreement until the Termination Date to conduct a "Merchandise Liquidation" or similar sale at the Premises. Tenant may advertise such sale in print and through placards and temporary signs placed on the windows, doors and exterior of the Premises.

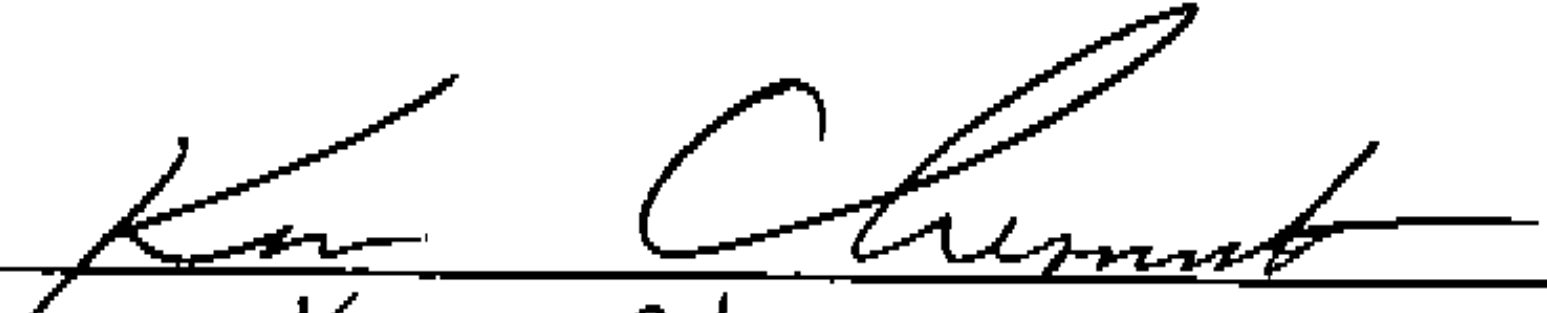
4. Mutual Release. As of the date of this Agreement, Landlord and Tenant hereby each irrevocably and unconditionally release the other and their respective officers, employees and affiliates from any and all liability, cost or obligation, that they may presently have, whether

known or unknown, accrued or unaccrued, in contract or in tort, with regard to (a) the Lease, (b) the Premise (c) any other agreements between Landlord and Tenant relating to the Lease or the Premises, and/or (d) the condition of the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement on this the 5th of April, 2000.

LANDLORD:

EMLO

By: 
Name: Ken Chesnut
Title: Atty & Mgr. for EMLO

TENANT:

Specialty Retailers, Inc.

By: 
Name: Mel Ward
Title: Sr. Vice President – Real Estate